

**ALZHEIMERS' DISEASE INITIATIVE CONTRACT  
2004-2005**

**THIS CONTRACT** is entered into between the **Alliance for Aging, Inc.**, hereinafter referred to as the "Alliance", and the **Monroe County Board of Commissioners**, hereinafter referred to as the "recipient". This contract is subject to all provisions contained in the **MASTER AGREEMENT** executed between the Alliance and the recipient, Agreement No. PA429, and its successor, incorporated herein by reference.

**The parties agree:**

**I. Recipient Agrees:**

**A. Services to be Provided:**

To plan, develop, and accomplish the services delineated, or otherwise cause the planning, development, and accomplishment of such services and activities, under the conditions specified and in the manner prescribed in **Attachment I** of this agreement.

**B. Requirements of Section 287.058, Florida Statutes:**

These requirements are herein incorporated by reference.

**I. Final Request for Payment:**

- I. The recipient **must** submit the final request for payment to the Alliance no later than September 15, 2005; **if the recipient fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.**
- II. If the contract is terminated prior to the contract end date of September 15, 2005, then the recipient must submit the final request for payment to the Alliance no more than 45 days after the contract is terminated; **if the recipient fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.**

**II. The Alliance Agrees:**

**Contract Amount:**

To pay for contracted services according to the conditions of **Attachment I** in an amount not to exceed **\$65,888.00**, subject to the availability of funds. The Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the recipient pursuant to this contract are in the state grants and aids appropriations and consists of the following:

Program Title	Year	Funding Source	CSFA#	Fund Amounts
ADI - Respite Services	2004	General Revenue	65004	\$65,888.00
ADI - Model Day Care	2004	General Revenue	65002	\$0.00
ADI - Alzheimer Special Projects	2004	General Revenue	65002	\$0.00
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>				<b>\$65,888.00</b>

### III. Recipient and Alliance Mutually Agree:

#### A. Effective Date:

1. This contract shall begin on July 1, 2004 or on the date the contract has been signed by both parties, whichever is later.
2. Delivery of services shall end on June 30, 2005. This contract shall end on September 30, 2005. See Attachment I, Section III.D.

#### B. Termination, Suspension, and/or Enforcement:

The causes and remedies for termination or suspension of this contract shall follow the same procedures as outlined in Section III. B. And Section III. C. of the Master Agreement.

#### A. Recipient Responsibility:

Notwithstanding the pass through language contained in Section I.S.1. of the Master Agreement, the recipient maintains responsibility for the performance of all sub-recipients in accordance with all applicable federal and state laws.

#### D. Notice, Contact, and Payee Information:

- A. The name, address, and telephone number of the contract manager for the Alliance for this contract is:

**Steven Welsberg**  
 9500 South Dadeland Boulevard, Suite 400  
 Miami, Florida 33156  
 (305) 670-6500 SC 455-6500

2. The name, address, and telephone number of the representative of the recipient responsible for administration of the program under this contract is:

**Louis LaTorre**  
 Gato Building - 1100 Simonton Street  
 Key West, Florida 33040  
 (305) 292-4573

3. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.
4. The name (recipient name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

**Monroe County Board of Commissioners**  
Gato Building - 1100 Simonton Street  
Key West, Florida 33040

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IN WITNESS THEREOF, the parties hereto have caused this 10-page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

**MONROE COUNTY BOARD  
OF COMMISSIONERS**

**ALLIANCE FOR AGING, INC.  
FOR DADE & MONROE COUNTIES**

**SIGNED BY:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** Steven Weisberg, M. S.

**TITLE:** \_\_\_\_\_

**TITLE:** President & CEO

**DATE:** \_\_\_\_\_

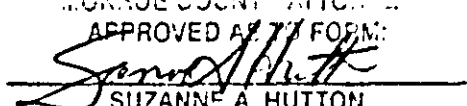
**DATE:** \_\_\_\_\_

**FEDERAL ID NUMBER:**

**59-6000749**

**PROVIDER FISCAL YEAR ENDING DATE:**

**09/30**

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: 6/6/04

**ATTACHMENT I**  
**ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

**I. STATEMENT OF PURPOSE**

The Alzheimer's Disease Initiative (ADI) Program is focused on caring for persons 18 + with memory disorders.

**II. SERVICES TO BE PROVIDED****A. Services:**

1. The recipient's service provider application for state fiscal year 2004 and any revisions thereto approved by the Alliance and located in the contract manager's file, are incorporated by reference in this contract between the Alliance and the recipient, and prescribe the services to be rendered by the recipient.
2. Consumers may not be enrolled in a Department of Elder Affairs' state general revenue funded program, including ADI, who are also enrolled in a Medicaid capitated long-term care health plan or program. These programs include the Frail Elder Program operated by United Health Care, the Channeling Program operated by Miami Jewish Home and Hospital for the Aged, the Long Term Care Community Diversion Program operating in Planning and Service Areas 7 and 9, and the Program of All Inclusive Care for the Elderly (PACE) program scheduled to begin operation in the Miami-Dade County area.

**B. Manner of Service Provision:**

The services will be provided in a manner consistent with and described in the recipient's service provider application for state fiscal year 2004 and the Department of Elder Affairs Home and Community Based Services Handbook dated 01/03. In the event the manual is revised, such revision will automatically be incorporated into the contract and the recipient will be given a copy of the revisions.

**III. METHOD OF PAYMENT**

- A. The method of payment in this contract is based on a fixed rate reimbursement for approved services. The recipient must ensure fixed rates include only those costs which are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106Z and 105Z. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on departmental forms.
- B. The recipient shall maintain documentation to support payment requests which shall be available to the Comptroller, the Department of Elder Affairs, or the Alliance upon request.

The recipient shall maintain documentation to support payment requests which shall be:

- C. The recipient may request a monthly advance for service costs for each of the first two months of the contract period, based on anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed contract, approved by the Alliance, and maintained in the contract manager's file. All payment requests for the third through the twelfth months shall be based on the submission of monthly actual expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests is **ATTACHMENT II** to this contract. Reconciliation and recouping of advances made under this contract are to be completed by the time the final payment is made. All advance payments are subject to the availability of funds.
- D. Advance funds may be temporarily invested by the recipient in an insured interest bearing account. All interest earned on contract fund advances must be returned to the Alliance at the end of the first quarter of the contract period.
- E. The Alliance shall make payment to the provider for provision of services up to a maximum number of units of service and at the rate(s) stated below:

<u>Service to be Provided</u>	<u>Unit of Service</u>	<u>Unit Rate</u>	<u>Maximum Units</u>	<u>Maximum Dollars</u>
Respite / In-Home	1 hour	\$26.610662	2,476	\$65,888

**F. Contract Amendments:**

- 1. The recipient agrees to implement the distribution of funds as detailed in the service provider application and the Budget Summary, **ATTACHMENT III** to this contract. Any changes in the amounts of the funds identified on the Budget Summary form require a contract amendment.
- 2. With the exception of Case Management, the recipient agrees to implement a Modified Spending Authority. Recipient is to offer services based on clients' service plans and will not be restricted to providing the services as projected. Additional budget revisions/contract amendments will not be required to move funding among these services, with the exception of Case Management. Any changes in the total amount of the funds under contract require a formal contract amendment.
- 3. This contract is for services provided during the 2004/2005 State Fiscal year beginning July 1, 2004 through June 30, 2005, however, the contract is in effect through September 30, 2005 in order to provide for maximization of resources and to allow for greater flexibility to pay for the services rendered by June 30, 2005. Services provided after June 30, 2005 cannot be reimbursed under this contract.

4. The recipient will submit a draft closeout report by August 15, 2005. Any contract amendments after August 15, 2005 determined necessary by the Alliance will be based on the draft closeout reports.
  5. The final expenditure report and request for payment will be due to the Alliance no later than September 15, 2005. No expenditure reports or requests for payment will be accepted after September 15, 2005.
- G. Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval by the Alliance of all financial and programmatic reports due from the recipient and any adjustments thereto, including any disallowance not resolved as outlined in Section I.T. of the Master Agreement.

#### **IV. SPECIAL PROVISIONS**

##### **A. State Laws and Regulations:**

The recipient agrees to comply with applicable parts of Rule 58D-1, Florida Administrative Code promulgated for administration of Sections 430.501 through 430.504, Florida Statutes, and the Department of Elder Affairs Client Services Manual dated 12/98.

##### **B. Assessment and Prioritization for Service Delivery for New Consumers:**

The following are the criteria to prioritize new consumers for service delivery. It is not the intent of the Department of Elder Affairs to remove existing clients from any program in order to serve new clients being assessed and prioritized for service delivery.

###### **1. Priority Criteria for Service Delivery:**

1. Individuals in nursing homes under Medicaid who could be transferred to the community;
2. Individuals in nursing homes whose Medicare coverage is exhausted and may be diverted to the community;
3. Individuals in nursing homes which are closing or in receivership and can be discharged to the community; or
4. Individuals whose mental or physical health condition has deteriorated to the degree self care is not possible, there is no capable caregiver and Institutional placement will occur within 72 hours.

###### **2. Priority Criteria for Other Assessed Individuals:**

The assessment and provision of services should always consider the most cost effective means of service delivery. Functional impairment shall be determined through the department's consumer assessment form administered to each applicant. The most frail individuals not prioritized in the group above, regardless of referral source, will receive services to the extent funding is available.

**C. Co-payment Collections:**

1. The recipient will establish annual co-payment goals. The Alliance also has the option to withhold a portion of the recipient's Request for Payment if goals are not met according to the Department of Elder Affairs' co-payment guidelines.
2. Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The contribution must be equal to or greater than the assessed co-payment.

**D. Evaluation, Statistics and Reports**

The recipient agrees to respond to requests for evaluation information and statistical data concerning its consumers based on information requirements of the Memory Disorder Clinics and Brain Bank. The recipient will ensure Model Day Care Centers supported by this contract develop innovative therapies and interventions which can be shared with other Alzheimer's Disease Initiative health and social services personnel via training. Model Day Care Centers supported by this contract must report to the provider all training activities provided to health care and social service personnel and caregivers, as well as serve as a natural laboratory for service related applied research by Memory Disorder Clinics. An annual Model Day Care Center Training Report, **ATTACHMENT IV**, is due by July 5, 2005.

**E. Collaboration with Memory Disorder Clinics:**

Memory Disorder Clinics are required to provide four hours of in-service training to all respite and model day care centers in their designated service areas. The recipient agrees to collaborate with Memory Disorder Clinics to assist in this effort.

**F. Service Cost Reports:**

The recipient will submit semi-annual service cost reports which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

**ATTACHMENT II**  
**ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

**CONTRACT REPORT CALENDAR**

<b><u>Report Number</u></b>	<b><u>Based On</u></b>	<b><u>Submit to the Alliance on This Date</u></b>
1	July Advance * .....	July 1
2	August Advance * .....	July 1
3	July Expenditure Report .....	August 10
4	August Expenditure Report .....	September 10
5	September Expenditure Report .....	October 10
6	October Expenditure Report .....	November 10
7	November Expenditure Report .....	December 10
8	December Expenditure Report .....	January 10
9	January Expenditure Report .....	February 10
10	February Expenditure Report .....	March 10
11	March Expenditure Report .....	April 10
12	April Expenditure Report .....	May 10
13	May Expenditure Report/July Advance Reconciliation ** .....	June 10
14	June Expenditure Report/August Advance Reconciliation ** .....	July 10
15	Draft Closeout Report .....	August 15
16	Final Expenditure and Request for Payment Report .....	September 15
17	Closeout Report .....	September 15

**Legend:** \* Advance based on projected cash need.

\*\* Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance, payment is to accompany the report.

**Note # 1:** Report #1 for Advance Basis Contracts cannot be submitted to the Alliance prior to July 1 or until the contract with the Alliance has been executed. Actual submission of the vouchers to the Department of Elder Affairs is dependent on the accuracy of the expenditure report.

**Note # 2:** The last two months of the recipient's fiscal reports covering actual expenditures should reflect an adjustment repaying advances for the first two months of the contract.



07/01/2004

Contract Number KZ 497

**ATTACHMENT III**  
**ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

1. Respite .....	\$65,888.00
2. Model Day Care .....	<u>\$0.00</u>
3. Total .....	<b>\$65,888.00</b>

**ATTACHMENT IV**

**ANNUAL MODEL DAY CARE CENTER TRAINING REPORT**

**Model Day Care Center Name:** \_\_\_\_\_

\_\_\_\_\_  
**Printed Name of Person  
 Completing Report**

\_\_\_\_\_  
**Signature of Person  
 Completing Report**

\_\_\_\_\_  
**Date Executed**

The purpose of each model day care program must be to provide service delivery to persons suffering from Alzheimer's disease or a related memory disorder and training for health care and social service personnel in the care of persons having Alzheimer's disease or related memory disorders. This report documents the required training for the State Fiscal Year July 1st through June 30th.

Actual Training Event(s)		Number Health Care Professionals Trained	Number Social Services Personnel Trained	Total People Trained
<b>Training Title:</b>				
<b>Date:</b>				
<b>Training Summary:</b>				

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